# CHAPTER xxvi.

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act 1899 relating to Dundee Harbour and Tay Ferries. [25th June 1912.]

A.D. 1912.

WHEREAS His Majesty's Secretary for Scotland has made the Provisional Order set forth in the schedule hereunto annexed under the provisions of the Private Legislation Procedure (Scotland) Act 1899 and it is requisite that the said Order should be confirmed by Parliament:

62 & 63 Vict. c. 47.

Be it therefore enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Confirmation of Order in schedule.

**1.** The Provisional Order contained in the schedule hereunto annexed shall be and the same is hereby confirmed.

Short title.

**2.** This Act may be cited as the Dundee Harbour and Tay Ferries Order Confirmation Act 1912.

A.D. 1912.

# SCHEDULE.

## DUNDEE HARBOUR AND TAY FERRIES.

*Provisional Order to sanction and confirm an agreement made between the Trustees of the Harbour of Dundee and the Caledonian Railway Company and the North British Railway Company for the working and user of the harbour rails of the Trustees to amend the provisions of the Dundee Harbour and Tay Ferries Consolidation Act* 1911 *as to the qualification of persons who may elect and who may be elected Trustees and for other purposes.*

WHEREAS by the Dundee Harbour and Tay Ferries Consolidation Act 1911 (herein-after referred to as "the Act of 1911") the Acts relating to the harbour of Dundee and the Tay ferries were consolidated with amendments and the Trustees of the said harbour were reconstituted and reincorporated and the harbour and Tay ferries undertakings were vested in the Trustees so reincorporated (herein-after called "the Trustees") all as therein mentioned:

And whereas by the Act of 1911 the Trustees were authorised to work and use the harbour rails of the Trustees and to take and charge rates therefor not exceeding the rates specified in Schedule F to the said Act:

And whereas the Trustees have entered into an agreement with the Caledonian Railway Company and the North British Railway Company for the working and user upon the terms and subject to the conditions contained in the said agreement of the harbour rails of the Trustees as defined in the said agreement:

And whereas it is expedient that the said agreement set forth in the schedule hereto should be sanctioned and confirmed:

And whereas it is expedient to amend the provisions of the Act of 1911 with respect to the qualification of persons who may elect and who may be elected trustees as herein-after provided:

And whereas it is expedient that the other provisions in this Order contained should be enacted:

And whereas the purposes aforesaid cannot be effected without an Order of the Secretary for Scotland confirmed by Parliament under the provisions of the Private Legislation Procedure (Scotland) Act 1899:

Now therefore in pursuance of the powers contained in the last-mentioned Act the Secretary for Scotland orders as follows:—

Short title commencement and citation.

1. This Order may be cited as the Dundee Harbour and Tay Ferries Order 1912 and shall commence and have effect from and after the date of the passing of the Act confirming the same which date is herein-after referred to as "the commencement of this Order" The Act of 1911 as amended by this Order and this Order may be cited together as the Dundee Harbour and Tay Ferries Acts 1911 and 1912.

Interpretation.

2. In this Order the several words and expressions herein contained to which meanings are assigned in the Act of 1911 shall have the same respective meanings unless there be something in the subject or context inconsistent with or repugnant to such construction.

Confirmation of agreement with Caledonian and North British Railway Companies as to working and user of harbour rails.

3. The agreement entered into between the Trustees of the first part and the Caledonian Railway Company and the North British Railway Company of the second part set forth in the schedule to this Order is hereby sanctioned and confirmed and shall be carried out according to the true intent and meaning thereof The said railway companies during the currency of the said agreement and subject to the provisions thereof may work and use the harbour rails as therein defined and may demand and recover for the use of the harbour rails and haulage thereon any sums not exceeding the rates specified in Schedule F to the Act of 1911.

Amendment of section 13 of Act of 1911.

4. The following proviso shall be and the same is hereby added to section 13 (Election of Trustees by Corporation) of the Act of 1911 and shall have effect (that is to say):—

"Provided always that if any person elected as a Trustee "by the Corporation shall cease to be a member of "the Corporation during the period for which he was "elected a Trustee such person shall thereupon become

A.D. 1912.

" disqualified from continuing to act as a Trustee and " his office as Trustee shall become vacant and such " vacancy shall be filled up in manner provided by the " section of this Act the marginal note of which is " 'Provision for supplying vacancies' but no person " elected as a Trustee by the Corporation shall be held " to be disqualified by reason merely of the expiry of " his term of office as a member of the Corporation " provided he be re-elected as a member of the Corpo- " ration at the election immediately ensuing."

Repeal of sections 18 19 and 20 of Act of 1911.

5. Sections 18 (Election of Trustees by shipowners) 19 (Qualification of shipowners) and 20 (Persons appointed by incorporated company &c. qualified as shipowners) of the Act of 1911 are hereby repealed but notwithstanding such repeal the four persons elected Trustees by the shipowners in the month of November one thousand nine hundred and eleven in accordance with the provisions of the Act of 1911 who came into office on the third Tuesday of November one thousand nine hundred and eleven shall (subject to the provisions of the Act of 1911 as amended by this Order with respect to the occurrence of any vacancy) remain in office until the third Tuesday of November one thousand nine hundred and fourteen.

Election of Trustees by shipowners.

6. Subject to the provisions of this Order the four persons to be elected Trustees by the shipowners shall be shipowners residing or having a place of business within the burgh qualified to be elected Trustees for the shipowners and registered as herein-after provided and shall be elected by shipowners qualified as electors and entitled to vote at the election of Trustees for the shipowners as herein-after provided and registered in terms of section 25 (Registers of electors to be made up and published) of the Act of 1911 and the election of such Trustees shall take place between the first and tenth days of November one thousand nine hundred and fourteen inclusive and between the first and tenth days of November inclusive in every third year thereafter and the Trustees so first elected shall come into office on the third Tuesday of November one thousand nine hundred and fourteen and shall remain in office until the third Tuesday of November one thousand nine hundred and seventeen when the Trustees elected in their room shall come into office and so on in every third year thereafter.

A.D. 1912.

Qualification of shipowners.

7.—(1) Any person who is a British subject residing or having a place of business within the United Kingdom whose name shall on the thirty-first day of August one thousand nine hundred and fourteen with respect to the first election of Trustees by the shipowners after the commencement of this Order and on the thirty-first day of August in every third year thereafter with respect to subsequent elections of Trustees by the shipowners appear in the books of the Custom House of Dundee as owner or part owner to the extent of at least one hundred tons gross or the equivalent thereof of or in a vessel or vessels registered at the port of Dundee shall be qualified to be an elector and to vote at the elections of Trustees by the shipowners and (if resident or having a place of business within the burgh) shall be qualified to be elected as a Trustee for the shipowners and shall subject to the provisions of this Order be entitled to be registered in terms of section 25 (Registers of electors to be made up and published) of the Act of 1911 and where any person or persons (being British subjects and being the representatives of any joint owners firm company or corporation residing or having a place of business within the United Kingdom) or any two or more persons (being British subjects) jointly or any company or corporation residing or having a place of business within the United Kingdom appear in the books of the Custom House aforesaid as owners to the extent of at least one hundred tons gross or the equivalent thereof of or in a vessel or vessels registered at the port of Dundee such person or persons company or corporation may intimate in writing to the Trustees on or before the thirtieth day of September next preceding the election the name or names of any one or more (not exceeding five in number in respect of any one body of joint owners or any one firm company or corporation) of the owners managing owners or managers of any such vessel or vessels or of the partners or members or of the managers or secretaries (all being British subjects) of any such company or corporation whom they desire to qualify as electors in respect of the ownership of such vessel or vessels and each such owner managing owner partner member manager or secretary so named shall be qualified to be an elector and to vote at the elections of Trustees by the shipowners and (if resident or having a place of business within the burgh) shall be qualified to be elected as a Trustee for the shipowners and shall be entitled to be registered as aforesaid provided that the amount

A.D. 1912.

of tonnage held by such owners company or corporation be sufficient to afford the qualification of at least one hundred tons gross or the equivalent thereof of or in such vessel or vessels to each of the owners managing owners partners members managers or secretaries so named and a written intimation to the Trustees of the name or names of the owner or owners of any such vessel or vessels under the hands of the person or persons in whose name or names the said vessel or vessels is or are registered in the books of the Custom House aforesaid or under the hands of the managing owner or manager of any such vessel or vessels shall be sufficient evidence of the ownership of such vessel or vessels and the person or each of the persons so named in such intimation shall be qualified to be an elector and to vote at the elections of Trustees by the shipowners and (if resident or having a place of business within the burgh) shall be qualified to be elected as a Trustee for the shipowners and shall be entitled to be registered as aforesaid in the same manner as if his or their name or names had appeared in the books of the Custom House aforesaid as owner or owners of any such vessel or vessels.

(2) Any person who is a British subject residing or having a place of business within the United Kingdom and is the owner or part owner of or in a vessel or vessels registered in the United Kingdom and who shall during the year ending on the thirty-first day of August one thousand nine hundred and fourteen with respect to the first election of Trustees by the shipowners after the commencement of this Order and during the year ending on the thirty-first day of August in every third year thereafter with respect to subsequent elections of Trustees by the shipowners have paid as principal either directly or indirectly twenty-five pounds or upwards of rates exigible under Schedules B and H or either of them to the Act of 1911 in respect of such vessel or vessels shall be qualified to be an elector and to vote at the elections of Trustees by the shipowners and (if resident or having a place of business within the burgh) shall be qualified to be elected as a Trustee for the shipowners and shall be entitled to be registered as aforesaid and where rates on vessels as herein-before provided shall be paid by any two or more persons (being British subjects) jointly or any firm company or corporation residing or having a place of business within the United Kingdom such persons firm

company or corporation may (whether such persons firm company or corporation are themselves registered as the owners of the vessel or vessels in respect of which such rates are paid or the said vessel or vessels is or are registered in the name or names of their nominee or nominees) intimate in writing to the Trustees on or before the thirtieth day of September next preceding the election the name or names of any one or more (not exceeding five in number in respect of any one body of such persons or any one firm company or corporation) of such persons or of the partners or members or of the managing owners managers or secretaries (all being British subjects) of any such firm company or corporation on whose behalf such payment has been made and such payment shall be deemed to have been made by the persons partners members managing owners managers or secretaries so named and each such person partner member managing owner manager or secretary so named shall be qualified to be an elector and to vote at the elections of Trustees by the shipowners and (if resident or having a place of business within the burgh) shall be qualified to be elected as a Trustee for the shipowners and shall be entitled to be registered as aforesaid in the same manner as if such payment had been made by him as an individual provided the amount of rates paid by such persons firm company or corporation is sufficient to afford the qualification of twenty-five pounds to each of the persons partners members managing owners managers or secretaries so named.

(3) In this section the expression "the equivalent thereof" means such a share or interest of or in a vessel or vessels registered at the port of Dundee as would in tonnage be equal to at least one hundred tons gross.

Persons to be qualified to be elected Trustees for shipowners and amendment of register of shipowners.

8. The persons whose names appear in the register of shipowners made up in terms of section 25 (Registers of electors to be made up and published) of the Act of 1911 on or before the fifth day of October one thousand nine hundred and eleven as qualified under the provisions of the Act of 1911 to elect Trustees for the shipowners shall if then resident or having a place of business within the burgh be qualified to be elected Trustees for the shipowners and the said register shall be amended accordingly and as so amended shall be the register of shipowners for the period to which the said register of shipowners under the Act of 1911 is applicable.

A.D. 1912.

Meaning of section 25 of Act of 1911.

9. In section 25 (Registers of electors to be made up and published) of the Act of 1911 the expression "the provisions of this Act" where it first occurs in that section shall be construed to mean the provisions of the Act of 1911 as amended by this Order.

Meaning of section 33 of Act of 1911.

10. Section 33 (Provision for supplying vacancies) of the Act of 1911 shall be read and construed as if it were thereby provided that any person to be appointed by the Trustees as a Trustee to fill a vacancy in the number of the Trustees elected by the shipowners shall be a person qualified and registered in the manner provided by this Order.

Costs of Order.

11. All costs charges and expenses of and incident to the preparing for obtaining and confirming of this Order or otherwise in relation thereto shall be paid by the Trustees out of the rates authorised to be levied by and other revenues of the Trustees.

## The SCHEDULE referred to in the foregoing Order.

AGREEMENT between the TRUSTEES of the HARBOUR OF DUNDEE of the first part and the CALEDONIAN RAILWAY COMPANY and the NORTH BRITISH RAILWAY COMPANY of the second part.

WHEREAS by agreement between the parties hereto dated nineteenth twenty-fourth and thirty-first December one thousand eight hundred and ninety-five and third January one thousand eight hundred and ninety-six it was inter alia provided that the second parties might use the rails of the first parties on and around the Dundee Harbour and Docks or part thereof and also on and along Dock Street and West Dock Street of Dundee all in the lines and as coloured blue upon a plan executed by the parties as relative to the said agreement and on the terms and as written in said agreement;

And whereas the said agreement provided that it should endure for fifteen years as from the term of Whitsunday one thousand eight hundred and ninety-five and should be terminable at Whitsunday one thousand nine hundred and ten or at any term of Whitsunday thereafter on premonition of one year;

And whereas the first parties terminated the said agreement at Whitsunday one thousand nine hundred and ten from which date temporary arrangements were made for the working of the said harbour rails by the second parties;

And whereas under the Dundee Harbour and Tay Ferries Consolidation Act 1911 (herein-after referred to as "the Act") the first parties are empowered to work the railways rails and sidings (in the Act and herein-after referred to as "the harbour rails") at or connected with the port and harbour of Dundee (herein-after referred to as "the harbour") now belonging and which may from time to time belong to the first parties and to take and charge for traffic over the harbour rails and for services rendered and for the use of carriages trucks wagons and engines (including use of the harbour rails) the rates specified in Schedule F annexed to the Act;

And whereas negotiations have taken place between the parties hereto and the arrangements have been come to between them as to the future use and working of the said harbour rails by the second parties as herein-after written;

Now therefore these presents witness that the parties hereto have agreed with each other and do hereby agree and bind and oblige themselves to each other as follows viz.:—

First This agreement shall come into force as at the first day of March one thousand nine hundred and eleven and shall subsist for a period of fifty years from that date provided that it shall be in the option of any of the parties hereto to terminate this agreement as at the twenty-ninth day of February one thousand nine hundred and thirty-six on giving two years' previous written notice to the other parties.

Second The second parties during the currency of this agreement shall for all traffic of every kind (including therein all traffic of the Dundee and Arbroath Joint Railway of which the second parties are the joint owners) be entitled to the sole use of the harbour rails for the conveyance of traffic to and from the harbour and from any one part of the harbour to any other part of the harbour subject to the use of the harbour rails free of charge by the first parties (and by contractors employed by them) for the running of plant by steam or otherwise for harbour administration purposes but so as not to cause thereby to the second parties any hindrance increased cost of working or loss of revenue or to involve them in any increased liability and subject also to the provisions of the Dundee and Perth Railway Act 1845 with respect to the user of the railway along Dock Street and to such reasonable regulations as the first parties have made or may from time to time make as to the use of the harbour rails provided that in the event of any dispute as to such regulations the same shall be settled by arbitration as herein-after provided.

For the purposes of this agreement the harbour rails shall be held to mean the harbour rails herein-before defined so far as lying within an area bounded on the south by the southern line of the existing

A.D. 1912.

harbour works or any extension thereof southwards into the River Tay on the west by the west side of West Dock Street Dundee on the north in the first place by the north side of Dock Street Dundee in the second place by the North British Railway and in the third place by the Dundee and Arbroath Joint Railway and on the east by a line drawn northwards and southwards from Stannergate Point.

Third In respect of the foresaid use the second parties shall during the currency of this agreement jointly and severally pay to the first parties one halfpenny per ton on all traffic carried or worked by the second parties or either of them over the harbour rails or any part thereof including all traffic of the Dundee and Arbroath Joint Railway and the said payment shall be made to the first parties half-yearly at Whitsunday and Martinmas commencing the first term's payment thereof at Martinmas one thousand nine hundred and eleven for the period preceding that term and the next term's payment thereof at Whitsunday one thousand nine hundred and twelve for the half year preceding that term and so on at Whitsunday and Martinmas in every year thereafter providing always that if at the term of Whitsunday one thousand nine hundred and twelve or at any term of Whitsunday thereafter it shall be found that the amount of the payment which would fall to be made to the first parties at the said rate of one halfpenny per ton shall in any year up to any such term be less than five hundred pounds the second parties shall jointly and severally pay to the first parties the sum of five hundred pounds for each and every such year in lieu of the said rate per ton with interest on the said termly payments at the rate of five pounds per centum per annum from the respective terms of payment during the non-payment of the same And it is hereby declared that this agreement and the payments herein provided for shall include and be in full of all sums payable by the Caledonian Railway Company to the first parties under the Dundee and Perth Railway Act 1845 for the use by the said company as authorised by the said Act of the line of rails along the north quay of the harbour of Dundee and the relative service lines formerly used by the Dundee and Newtyle Railway Company so far as belonging to the first parties and now existing.

Fourth The first parties shall during the currency of this agreement satisfactorily maintain the harbour rails at their own expense The first parties shall also be entitled but always at their own expense to make such reasonable alterations of the harbour rails or of the position of the same or any part thereof or to abandon any part or parts thereof and to renew the harbour rails and construct such additions to or extensions of the harbour rails as they may consider the traffic of the harbour requires And any dispute under this Article as to alterations abandonment additions or extensions or otherwise shall be settled by arbitration as herein-after provided.

Fifth The second parties shall furnish the first parties with a statement of the tonnage of all traffic worked by them over the harbour rails as at Whitsunday one thousand nine hundred and eleven for the period preceding that term and at each term of Martinmas and Whitsunday thereafter for the half year preceding and shall keep and submit to the first parties such books and vouchers as may reasonably be required to enable the first parties to check the said statements In the event of any dispute or difference arising between the first parties and the second parties in regard to the accuracy or sufficiency of the said statements or the sufficiency of the said books and vouchers or the amount of the said payments all such disputes or differences shall be referred to arbitration as herein-after provided.

Sixth The second parties shall carry and work over and upon the harbour rails all traffic tendered to them for conveyance to or from the harbour or any part thereof.

Seventh The second parties shall during the currency of this agreement have the right to take and charge the rates specified in Schedule F annexed to the Act for the use of and haulage of traffic on and over the harbour rails subject to the provisions of the Act and subject to the further provision that the rate for coal on the harbour rails shall as regards any trader whose works are situated to the east of Caledon Street be reduced from sixpence per ton to threepence per ton in each year in which the total amount of coal consigned to such trader at his said works from the systems of the second parties or either of them exceeds ten thousand tons The said rates shall apply and be recoverable whether the trucks used belong to the second parties or to private owners Provided that the said rates shall not apply to traffic conveyed by the second parties from any one part of the harbour to any other part of the harbour but any person interested in such traffic objecting to any rate for such traffic which may hereafter be put in operation by the railway companies as being unreasonable may apply to the Railway and Canal Commissioners as arbiters to fix such rate Provided also that as regards traffic embraced in Part IV. (Exceptional Class) in the schedule to the Railway Rates and Charges Orders of the second parties the same shall be subject to the conditions prescribed therein with respect to such traffic.

Eighth Nothing herein contained shall prejudice or affect the provisions of the agreement between the Trustees of the harbour of Dundee of the first part and the Caledonian Railway Company and the North British Railway Company joint owners of the Dundee and Arbroath Joint Railway of the second part dated the twentieth day of November one thousand nine hundred and six set forth in the third

A.D. 1912.

schedule to the Caledonian Railway Order 1907 confirmed by the Caledonian Railway Order Confirmation Act 1907.

Ninth In the event of any disputes or differences arising between the first and second parties hereto as to the true interpretation or meaning of the terms of or the mode of carrying out this agreement or as to any matter or thing arising under or in connexion with this agreement such disputes or differences shall be referred to an arbiter to be appointed failing agreement by the Board of Trade on the application of either party and the determination of such arbiter shall be final and binding on the parties respectively and the arbiter shall have power to determine all questions of the expenses of such arbitration.

Tenth This agreement is conditional on the approval of Parliament and parliamentary sanction shall be sought to confirm these presents by a Provisional Order to be promoted in the next ensuing session of Parliament by the first parties.

Eleventh This agreement shall be scheduled to the said Provisional Order and shall be subject to such alterations as Parliament may think fit to make thereon but should Parliament make any alterations thereon or upon the clauses of the Order relative thereto or insert any provisions in the Order which in the opinion of Sir Alfred Cripps K.C. M.P. whom failing such other person as the Board of Trade may appoint materially affect the rights and interests of either of the parties hereto either of the said parties may withdraw from this agreement and from all arrangements connected with it.

Twelfth This agreement shall supersede and come in place of the agreement between the parties hereto dated the twenty-first twenty-third and twenty-seventh all days of March one thousand nine hundred and eleven.

In witness whereof these presents typewritten on this and the three preceding pages are executed in triplicate by the parties hereto as follows viz. The same are sealed with the common or corporate seal of the said the Trustees of the harbour of Dundee and subscribed for and in name and on behalf of the said Trustees by Neil Macdonald wholesale fruit and potato merchant Dundee one of the bailies of the city and royal burgh of Dundee and one of the said Trustees and by Andrew Leitch shipowner Dundee also one of the said Trustees and convener of the finance and rights committee of the said Trustees and by John Malloch clerk to the said Trustees all in presence and by order and as specially authorised by the said Trustees in general meeting assembled at Dundee on the sixth day of November one thousand nine hundred and eleven before these witnesses George Gray Ritchie assistant to the said clerk to the Trustees

and John Henderson messenger to the said Trustees the same are also sealed with the common or corporate seal of the said Caledonian Railway Company and subscribed by Edward Cox and Henry Erskine Gordon two of the directors and by John Blackburn the secretary of the said Caledonian Railway Company all for and in name and on behalf of and as duly authorised by the said company all at Glasgow on the fourteenth day of said month and year last mentioned before these witnesses John Smeaton and John Richmond both clerks in the secretary's office of the said Caledonian Railway Company in Glasgow and the same are also sealed with the common or corporate seal of the said North British Railway Company and subscribed by Henry Grierson and Charles Carlow two of the directors and by John Cathles the secretary of the said North British Railway Company all for and in name and on behalf of and as duly authorised by the said company all at Edinburgh on the twenty-second day of said month and year last mentioned before these witnesses Thomas Henry Short and John Paul both clerks in the head office of the said North British Railway Company in Edinburgh.

Seal of the Trustees of the Harbour of Dundee.

NEIL MACDONALD Trustee.
AND. LEITCH Trustee.
JOHN MALLOCH Clerk.

GEO. G. RITCHIE Witness.
JOHN HENDERSON Witness.

Seal of the Caledonian Railway Company.

EDWARD COX Director.
H. E. GORDON Dr.
J. BLACKBURN Secy.

J. SMEATON Witness.
JOHN RICHMOND Witness.

Seal of the North British Railway Company.

HENRY GRIERSON.
CHAS. CARLOW Director.
JNO. CATHLES Secy. N.B. Rly. Co.

THOS. H. SHORT Witness.
JNO. PAUL Witness.

Printed by EYRE and SPOTTISWOODE, Ltd.,
FOR
ROWLAND BAILEY, Esq., C.B., M.V.O., the King's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
WYMAN AND SONS, LTD., FETTER LANE, E.C.; or
OLIVER AND BOYD, TWEEDDALE COURT, EDINBURGH; or
E. PONSONBY, LTD., 116, GRAFTON STREET, DUBLIN.